

General terms and conditions of the facility - individual applicants

Introductory provisions

Guests are governed by the legal regulations of the Czech Republic based on Czech law and the Accommodation Regulations of the **Wellness Hotel Kocanda** (referred to as the "Accommodation Facility"). The guest accepts the Accommodation Regulations as a contractual condition of accommodation and is obliged to comply with its provisions.

Each guest is obliged to familiarize himself with these accommodation rules, his later ignorance will not be taken into account. The accommodation rules are available at the reception of the accommodation facility.

The General Terms and Conditions of Business (referred to as the "Terms and Conditions") of the accommodation facility operated by Shotty s.r.o., with its registered office at Rytířská 77/2, Děčín III-Staré Město, 405 02 Děčín, ID No.: 28704231, registered in the Commercial Register kept at the Regional Court in Ústí nad Labem, Section C, Insert 27660, regulate the mutual contractual relationship between Shotty s.r.o. and the natural person ordering the services (referred to as the "Client").

Article I. - Subject of the contractual relationship

These terms and conditions regulate the rights and obligations of the contracting parties in the temporary rental of hotel rooms for accommodation, recreational and other accompanying services of the accommodation facility as individual services according to individual customer requirements.

Article II - Establishment of the contractual relationship

The contractual relationship between the client and the accommodation establishment is established by the confirmation of the booking of the stay by the accommodation establishment. The accommodation facility undertakes to provide the client with a stay and to provide the agreed services in the agreed scope and quality (referred to as "stay") and the client is obliged to pay the accommodation facility the agreed price.

Article III - Terms of Delivery: ordering the stay, price and payment

3.1 Booking a stay

The stay can be booked by phone, by e-mail, or via the electronic form on the hotel's website:
by phone: +420 736 481 003

- by e-mail: hotel@kocanda-decin.cz
- via the electronic form on the website: www.kocanda-decin.cz

3.2 Price

The client is obliged to pay the agreed contractual prices for the accommodation and other services used by him/her on the basis of the set prices according to the price list or reservation system.

The prices for the services provided are listed in the electronic form on the website: www.kocanda-decin.cz

Services and prices are subject to change.

3.3 Payment

Payment for services ordered by the client and confirmed by the accommodation facility is made by the client in cash, credit card or bank transfer in the form of advance payment and additional payment.

Payment of the ordered services is made by the client before the arrival to the accommodation facility and by the due date indicated on the payment document.

We consider the services to be paid for on the day the payment is credited to the bank account of the accommodation facility.

The amount of advances and the timing of payments in the case of payment by bank transfer shall be determined, unless the parties agree otherwise, as follows:

- For stays, the client is obliged to pay a deposit of 100% of the price or another amount specified on the document before the start of the stay, the balance is payable by the client at the end of the services.
- In order for the gift voucher to be issued, 100% of the price of the gift voucher must be paid within 7 days of its issue or within another time specified on the issued document.

Purchased gift vouchers are non-refundable. **They are valid for a maximum of 1 year from the date of issue, unless otherwise stated in advance. If the value of the gift voucher is not used, the accommodation facility will not pay the remaining amount of the gift voucher in cash.**

Payment methods:

- Payment by bank transfer or cash deposit:

- CZK to account number: 43-5325420217/0100 at Komerční Banka in the Czech Republic
(IBAN: CZ0901000000435325420217, SWIFT: KOMBCZPPXXX)
- Online payment by credit card through an online payment gateway:
- Payment by credit card or cash at the hotel reception upon check-in - payment is possible by credit card (Visa, Maestro, Eurocard, Mastercard)
- The client's stay can be fully or partially paid for by the employer or another organisation. In this case, the client indicates this fact when placing the order and the stay is invoiced to the client on the basis of the order

3.4 If the client is in default of payment for the services provided, the accommodation facility has the right to charge the client interest on late payment in accordance with Government Regulation No. 351/2013.

3.5 Payments can be made in Czech crowns (CZK) and in Euros (EUR)

Article IV - Basic rights and obligations of the customer

4.1 Client's rights:

- (a) the right to the proper provision of the services contracted for and paid for
- b) the right to be informed of any changes in the contracted services
- c) the right to withdraw from the contract at any time before the start of the stay or the use of individual services according to Article VI
- (d) the right to complain about defects

4.2 Obligations of the Client:

- a) to provide the accommodation facility with the cooperation necessary for the proper provision and provision of services, in particular to truthfully and completely provide the required information in the order, including the reporting of any changes to such information
- b) without undue delay, inform the accommodation facility of his/her opinion on any changes in the conditions and content of the agreed services
- (c) take over from the accommodation establishment the documents necessary for the use of the services and arrive at the place of destination at the appointed time
- d) in the event of withdrawal from the contract, the customer is obliged to notify the accommodation facility of such withdrawal and pay the cancellation fee according to the stated cancellation conditions

Article V - Basic Obligations of the Accommodation Facility

- (a) provide the client with all information regarding the stay
- b) to provide the client with a stay on the basis of a confirmed order and in accordance with generally binding legal regulations
- c) in case of cancellation of the concluded contract by the client in accordance with these terms and conditions or the law, to pay the difference in price between the already paid stay and the relevant cancellation fees within 14 days after the written receipt of the cancellation

Article VI - Withdrawal from the contract and cancellation conditions

The client has the right to cancel the stay at any time, i.e. to withdraw from the contract. The contractual relationship is cancelled and the participation is cancelled on the date on which the accommodation facility is notified in writing of the withdrawal (cancellation of the stay). In this case, the accommodation provider has the right to charge a cancellation fee/cancellation fee (contractual penalty). The cancellation fee is payable immediately. After deduction of the cancellation fee from the total price of the stay, the client will receive back the rest of the amount paid. Should the amount of the cancellation fee(s) exceed the deposit paid, the client is obliged to pay an amount equal to the cancellation fee(s).

Cancellation fees for standard bookings: (refundable cancellation policy)

- Cancellation of standard reservation up to 3 days before arrival free of charge.
- The client pays 100% of the price if the cancellation is made less than 3 days before the arrival date.
- The client pays 100% of the price in case of shortening the stay during the stay and in case of no-show

Cancellation fees for non-refundable bookings: (non-refundable cancellation policy)

A confirmed non-refundable reservation is valid, guaranteed and cannot be cancelled. The client pays 100% of the price in case of cancellation, shortening of the stay during the reservation and in case of no-show

The current cancellation fees are listed in the electronic form on the website: www.kocanda-decin.cz

Cancellation fees are subject to change.

If the client has arbitrarily cancelled part of the stay or has not used any of the services already paid for, they are not entitled to a refund. In the event of cancellation of services already booked, the accommodation reserves the right to apply cancellation conditions by debiting the client's hotel account under the following conditions: 100% of the price of the

unused services (e.g. massage services, relaxation treatments) if the cancellation occurs less than 24 hours before their use.

Article VII - Processing of personal data

See separate document on the hotel website www.kocanda-decin.cz

Article VIII - Out-of-court settlement of consumer disputes

Pursuant to the provisions of Section 1820 (1) (s) of the Civil Code and Section 14 (1) and Section 20d et seq. of Act No. 634/1992, on Consumer Protection, the Seller informs that the consumer may apply for out-of-court settlement of a consumer dispute to the consumer dispute resolution body, which is the Czech Trade Inspection Authority, on the website www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions set out in the relevant legislation. For the avoidance of doubt, nothing in these terms and conditions excludes the possibility for consumers to bring their claims before a civil court. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No: 000 20 869, internet address: www.coi.cz, is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer of the contract of sale.

Article IX - Final Provisions

The General Terms and Conditions come into force on 01.01.2024 and cancel all previous valid terms and conditions.

Contractual relationships established prior to the entry into force of these Terms and Conditions shall remain in force and shall be governed by the terms and conditions in force at the time of their establishment.